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5	Attorney for Plaintiff Ruthee Goldkorn		
6	Rutilee Goldkorn		
7			
8	UNITED STATES DISTRICT COURT		
9	NORTHERN DISTRICT OF CALIFORNIA		
10		) No. 4.15 av 01561 ICW	
11	RUTHEE GOLDKORN,	) No. 4:15-cv-01561-JSW	
12	Plaintiff,	SECOND STIPULATION TO CONTINUE DATES UNDER GENERAL ORDER 56;	
13	VS.	( [ <del>PROPOSED]</del> ORDER	
14	CIM OAKLAND CITY CENTER, LLC, dba	) )	
15	OAKLAND MARRIOTT CITY CENTER, et al.,	) )	
16	Defendants.	) )	
17		)	
18			
19	WHEREAS, Plaintiff, Ruthee Goldkorn ("Plaintiff"), has brought this action against		
20	Defendants, CIM/Oakland City Center, LLC, dba Oakland Marriott City Center, DiNapoli		
21	Capital Partners LLC ("DiNapoli"), and AGRE DCP Oakland City Center Owner LLC,		
22	alleging violations of Title III of the Americans with Disabilities Act seeking to have barriers		
23	to her access removed from the Oakland Marriott City Center hotel located at 1001 Broadway		
24	in Oakland, California ("the Facility"), and this matter therefore proceeds under the procedural		
25	requirements of General Order 56;		
26	WHEREAS, Defendant DiNapoli was dismissed without prejudice on July 15, 2015		
27	(Dkt. 12);		
28	//		
	SECOND STIPULATION TO CONTINUE DATES UI	NDER GENERAL ORDER 56; [ <del>PROPOSED]</del> ORDER	

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1	WHEREAS, on April 6, 2015, the Co	ourt issued its Scheduling Order for Cases	
2	Asserting Denial of Right of Access under the Americans with Disabilities Act (Dkt. 4) which		
3	set the last date for parties to conduct a joint site inspection of the subject property as July 20,		
4	2015;		
5	WHEREAS, on July 16, 2015, pursuant to the parties' stipulation, the Court continued		
6	the last date for the parties to conduct their joint site inspection to October 9, 2015;		
7	WHEREAS, the parties are involved in meaningful settlement discussions and are		
8	cautiously optimistic that a settlement can be reached, and therefore wish to avoid the		
9	additional cost of the joint site inspection while they reach a settlement, or alternatively fully		
10	exhaust their settlement efforts;		
11	WHEREAS, the parties have agreed to conduct the joint site inspection on November		
12	20, 2015 should a settlement not be reached by that date.		
13	NOW, THEREFORE, the parties hereby stipulate that the joint site inspection		
14	required pursuant to General Order 56 ¶ 3 shall take place on November 20, 2015 unless a		
15	settlement of this action is reached prior thereto, and that all other dates and deadlines under		
16	General Order 56 which are triggered by the joint site inspection shall be calculated		
17	accordingly.		
18	IT IS SO STIPULATED.		
19	Dated: October 9, 2015 MOC	ORE LAW FIRM, P.C.	
20	/5/ 10	anya E. Moore	
21		ra E. Moore rney for Plaintiff,	
22		ee Goldkorn	
23	Dated: October 9, 2015 SEY	FARTH SHAW LLP	
24	.   	ristina M. Launey	
25	Krist	ina M. Launey	
26		rneys for Defendants, /Oakland City Center	
27	- 11	AGRE DCP Oakland City Center Owner LLC	
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SECOND STIPULATION TO CONTINUE DATES UNDER GENERAL ORDER 56; [PROPOSED] ORDER

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**ORDER** The Parties having so stipulated and good cause appearing, IT IS HEREBY ORDERED that the joint site inspection required pursuant to General Order 56, ¶ 3, shall take place on November 20, 2015 unless a settlement of the action is reached prior to November 20, 2015, and that all other dates and deadlines under General Order 56 which are triggered by the joint site inspection shall be calculated accordingly. IT IS SO ORDERED. Dated: October 13, 2015 SECOND STIPULATION TO CONTINUE DATES UNDER GENERAL ORDER 56; [PROPOSED] ORDER